IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

SUMMARY SUIT NO.187 OF 2005

...

S.B. & T. International Ltd. ...Plaintiff

v/s.

Jayantilal Khandwala & sons

Pvt.ltd. ...Defendants

...

Mr.Sanjay Jain i/b S.K.Srivastava & Co. for the Plaintiff.

Mr.Vivek Kantiwala i/b Vivek Sharma for Defendants.

...

CORAM: D.K.DESHMUKH, J.

DATED: 31ST JULY, 2006

P.C.:

By consent of parties, the suit is decreed in terms

of the prayer clause of the suit, subject to following modification:-

(i) The rate of interest for the period ending with institution of the suit shall be 18% p.a. and the rate of interest from the date of institution of the suit till the date of realisation shall be 12% p.a.

(ii) Refund of court fees as per rules.

(iii) The Plaintiff is permitted to withdraw the amount deposited by the Defendant pursuant to the order passed in the Company Petition No.709 of 2004 together with accruals, if any. While executing the decree the Plaintiff shall give credit to the Defendant for the total amount that the Plaintiff will withdraw from the court.

...

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

SUMMONS FOR JUDGMENT NO.725 OF 2005

IN

SUMMARY SUIT NO.187 OF 2005

...

S.B. & T. International Ltd. ...Plaintiff

v/s.

Jayantilal Khandwala & sons

Pvt.ltd. ...Defendants

...

Mr.Sanjay Jain i/b S.K.Srivastava & Co. for the Plaintiff.

Mr.Vivek Kantiwala i/b Vivek Sharma for Defendants.

...

CORAM: D.K.DESHMUKH, J.

DATED: 31ST JULY, 2006

P.C.:

In view of the order passed in the suit, summons for judgment does not survive for consideration. Hence, disposed of.

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